

RECORDED OCTOBER 31, 1958 AS DOCUMENT 900744, AND
CORRECTED BY CERTIFICATE OF CORRECTION RECORDED
DECEMBER 17, 1958 AS DOCUMENT 906453, IN DUPAGE
COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-28-105-016

JUAN MORAN and MARIA MORAN warrant that there are two outstanding mortgages against the subject property with a balances of approximately \$260,000 and that their equitable interest in the real property approximately equals \$12,000.

2. JUAN MORAN and MARIA MORAN agree that their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant ARMANDO NAVARRETE fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JUAN MORAN and MARIA MORAN further understand and agree that, if the defendant ARMANDO NAVARRETE should violate any condition of the Court's release order, and their equity in the property is less than \$12,000 they will be liable to pay any negative difference between the bond amount of \$12,000 and their equitable interest in the property, and JUAN MORAN and MARIA MORAN hereby agree to the entry of a default judgment against them for the amount of any such difference. JUAN MORAN and MARIA MORAN have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. JUAN MORAN and MARIA MORAN further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. JUAN MORAN and MARIA MORAN understand that should defendant ARMANDO NAVARRETE fail

to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. JUAN MORAN and MARIA MORAN further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. JUAN MORAN and MARIA MORAN further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant ARMANDO NAVARRETE they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JUAN MORAN and MARIA MORAN agree that the United States shall file and record a copy of this Forfeiture Agreement with the DuPage County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. JUAN MORAN and MARIA MORAN hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be

considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 12/11/07


JUAN MORAN
SURETY/GRANTOR

Date: 12/11/07


MARIA MORAN
SURETY/GRANTOR

Date: _____

Witness

Return to:

Ann Bissell
United States Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604